

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

TABLE OF CONTENTS

L.1	FAR 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (JAN 2004)	1
L.2	PROPOSAL PREPARATION INSTRUCTIONS – GENERAL.....	5
L.3	PROPOSAL PREPARATION INSTRUCTIONS - VOLUME I: OFFER AND OTHER DOCUMENTS	8
L.4	PROPOSAL PREPARATION INSTRUCTIONS - VOLUME II – TECHNICAL PROPOSAL.....	11
L.5	PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III: COST PROPOSAL ..	19
L.6	TIME, DATE, AND PLACE PROPOSALS ARE DUE	26
L.7	FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (OCT 2003).....	27
L.8	FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE IV (OCT 1997).....	28
L.9	FAR 52.216-1 TYPE OF CONTRACT (APR 1984)	28
L.10	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM— TARGETS.....	28
L.11	DEAR 952.219.70 DOE MENTORSHIP-PROTÉGÉ PROGRAM (MAY 2000).....	28
L.12	FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)	28
L.13	FAR 52.233-2 AND DEAR 952.233-2 SERVICE OF PROTEST (SEP 2006)	29
L.14	FAR 52.237-1 SITE VISIT (APR 1984).....	29
L.15	FAR 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997).....	29
L.16	CONTENT OF RESULTING CONTRACT	30
L.17	EXCLUDED CONTRACTORS	30
L.18	NOTICE OF LABOR PROVISIONS	30
L.19	DISPOSITION OF PROPOSALS OR BIDS	31
L.20	SOLICITATION QUESTIONS	31
L.21	DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)	31
L.22	DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996).....	31
L.23	FALSE STATEMENTS.....	32
L.24	SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION (UNRESTRICTED)	32
L.25	ELECTRONIC MEDIA – SOLICITATION AND AMENDMENT DISTRIBUTION.....	32
L.26	NOTICE OF POSSIBLE USE OF NON-FEDERAL EVALUATORS	32
	ATTACHMENT 1 PAST PERFORMANCE COVER LETTER.....	i
	ATTACHMENT 2 REFERENCE INFORMATION FORM FOR PAST PERFORMANCE EVALUATION	ii
	ATTACHMENT 3 PAST PERFORMANCE EVALUATION FORM.....	iii

ATTACHMENT 4	REQUIRED COST TEMPLATES	vii
ATTACHMENT 5	HISTORICAL COST INFORMATION.....	viii
ATTACHMENT 6	PERFORMANCE GUARANTEE AGREEMENT	ix
ATTACHMENT 7	RESUME FORMAT	xi
ATTACHMENT 8	KEY PERSONNEL LETTER OF COMMITMENT.....	xii
ATTACHMENT 9	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM TARGETS FORM	xiii

DRAFT

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 FAR 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (JAN 2004)

- (a) *Definitions.* As used in this provision -
- “Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.
- “In writing, writing, or written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
- “Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
- “Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.
- “Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.
- (b) Amendments to solicitations.
- If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) Submission, modification, revision, and withdrawal of proposals.
- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages
- (i) addressed to the office specified in the solicitation, and
 - (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
- (2) The first page of the proposal must show -
- (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5,

Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
 - (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date.
Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data.
Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -
- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and
 - (2) Mark each sheet of data it wishes to restrict with the following legend:
Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) Contract award.
- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
 - (2) The Government may reject any or all proposals if such action is in the Government's interest.

- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.2 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL

- (a) Offeror: The term “Offeror” as used in this Section L refers to the single legal entity submitting the offer which may be a “contractor team arrangement” as that term is defined in FAR 9.601. The Offeror may be pre-existing or newly formed for the purposes of competing for this Contract.
- (b) Proposal Due Date. Proposals must be received in accordance with Provision L.6, TIME, DATE, AND PLACE PROPOSALS ARE DUE. Provision L.1 describes the treatment of late submission, modification, revision, and withdrawal of proposals.
- (c) Overall Arrangement of Proposal. Proposals are expected to conform to the solicitation provisions regarding preparation of offers. To aid in the evaluation, proposals must be clearly and concisely written, neat, indexed (cross-indexed as appropriate), and logically assembled. All pages of each volume shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number. The overall proposal shall consist of three (3) physically separated volumes, individually entitled as stated below. Each volume shall contain a Table of Contents and a Glossary of Abbreviations and Acronyms. The required number of volumes of each proposal is shown below. Offerors shall not cross-reference to other volumes of the proposal and shall provide complete information within the appropriate volume. Information required for proposal evaluation, which is not found in its designated section, may result in an unfavorable evaluation. All contractual cost and pricing information shall be addressed **ONLY** in the Cost and Fee Proposal Volume III, unless otherwise specified. This solicitation requires Offerors to submit proposals in hardcopy and electronic format (CD-ROM) as follows:

Proposal Volume — Title	Copies Required
Volume I - Offer and Other Documents	1 original, 1 copy and 1 CD-ROM
Volume II - Technical Proposal	1 original, 10 copies and 10 CD-ROM
Volume III – Cost and Fee Proposal	1 original, 8 copies and 10 CD-ROM

The cover and outside of each CD-ROM must clearly identify the volume to which it relates. Electronic media versions of proposal files are to be formatted in Adobe Acrobat 6.0 (PDF) or higher (note additional requirements in Section L.5 for cost proposal information). The written material constitutes the official offer and proposal. In the event of a conflict, content of the hardcopy of a proposal takes precedence over that on a CD-ROM.

- (d) Page Limitation. In the applicable provision that follows, a page limitation is specified for the Volume II – Technical Proposal.
- (e) Page Count Exceptions. Every page of the Volume II – Technical Proposal shall be counted towards the page limitation, including attachments, appendices and annexes except for the Table of Contents, Title Pages,

Glossary, Dividers/Tabs, Blank Pages, Cross Reference Matrix, Key Personnel Resumes, Letters of Commitment, and Reference Information for Past Performance Worksheets. Past Performance Questionnaires are submitted by the references separately and thus are not included in the Volume II page limitation.

- (f) Glossaries. Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.
- (g) Binding and Labeling. Each volume shall be separately bound in three-ringed loose-leaf binders. Staples shall not be used. The outside front cover of each binder shall indicate the Offeror's name, the solicitation number, the title of the solicitation, and the copy number (i.e., sequentially number the required copies with the original being Copy No. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Pages shall be numbered sequentially by volume and by individual sections within each volume.
- (h) Page Description. Page size shall be 8.5 x 11 inches, not including foldouts. Page margins shall be a minimum of one inch at the top, bottom and each side. Two columns of text per page and use of bold-faced type are acceptable. The solicitation number, page number and the legend at FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," as appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins. A font size smaller than that which is described in the text below, can be used for this information; however, other text size reductions are unacceptable.

Graphs, tables and spreadsheets where necessary must be 10 point or larger Arial or Times New Roman font type. All other text must be typed using 12 point (or larger), single-spaced, and using Arial or Times New Roman font type. Foldouts of charts, tables, diagrams or design drawings shall not exceed 11 x 17 inches. Foldout pages shall fold entirely within the volume. Page margins for the foldouts shall be a minimum of one inch at the top, bottom and each side. Foldouts may only be used for large tables, charts, graphs, diagrams and other schematics, and not for pages of text.

The Volume II – Technical Proposal will only be read and evaluated up to the page limitation. Page counting will begin with the first page of the Volume II – Technical Proposal subject to the page limitation. Pages exceeding the page count will not be read or evaluated. No material may be incorporated by reference as a means to circumvent the page limitation.

- (i) Table of Contents. The Offeror shall incorporate a table of contents into each proposal volume, which identifies the section, sub-section, paragraph titles, and page numbers. Also include a list of all tables and figures.
- (j) Classified Information. The Offeror shall not provide classified information in response to this solicitation.

- (k) Point of Contact. The Contracting Officer or the Contracting Officer's designated representative is the sole point of contact during the conduct of this procurement.
- (l) Errors or Omissions. The solicitation is considered complete and accurate in every detail and adequately describes the Government's requirements. If the Offeror feels any part of the solicitation contains an error or omission, contact the Contracting Officer to obtain clarification. To preclude unnecessary work and to assure submittal of a complete proposal, the Offeror is cautioned to resolve all questionable areas with the Contracting Officer.
- (m) Changes to the Solicitation. No changes to this solicitation will be effective unless they are incorporated into the solicitation by a written and signed amendment.
- (n) Information Provided. The Government will evaluate on the basis of information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless such a capability is established in the proposal.
- (o) Alternate Proposals. Alternate proposals are not solicited or desired and will not be evaluated or accepted.
- (p) Internet Sites. The Internet sites referenced throughout the solicitation can be found at the locations listed below:

DOE Center—Doing Business with DOE: <http://e-center.doe.gov>

Federal Acquisition Regulation (FAR) clauses and provisions and Federal Acquisition Circulars (FACs) which contain the most recent changes to the FAR: <http://acquisition.gov/far/index.html>

Federal Business Opportunities (FedBizOpps):
<http://www.fedbizopps.gov/>

Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions:
<http://professionals.pr.doe.gov>

U.S. Department of Energy, Environmental Management Consolidated Business Center
<http://www.emcbc.doe.gov>

U.S. Department of Energy Savannah River Site
<http://www.srs.gov>

Protective Force Security Services Request for Proposals Site
<http://www.emcbc.doe.gov/SRS>

Interactive Industry Procurement System (IIPS) Users Guide for Contractors:
<http://doe-iips.pr.doe.gov>

L.3 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME I: OFFER AND OTHER DOCUMENTS

- (a) General. Volume I, Offer and Other Documents, contains the offer to enter into a contract and other documents. Offerors shall assemble the information for Volume I in the order listed below. The signed original(s) of all documents requiring signature by the Offerors shall be contained in the original volume(s). There is no page limitation on Volume I.
- (b) Cover Letter. Provide a cover letter that includes the items shown below. The cover letter will not be evaluated.
 - (1) The solicitation number.
 - (2) Names, addresses, titles, telephone and facsimile numbers, and e-mails of persons authorized to negotiate on behalf of the Offeror in connection with this solicitation. Also, include the same information for the person authorized to sign the offer.
 - (3) The complete, formal name and address of the offeror, proposed subcontractors, all joint venture members, and all limited liability company members, as applicable. Also, provide the Dun & Bradstreet LTD (DUNS) number for each of the above named entities.
- (c) Standard Form (SF) 33, Solicitation, Offer and Award. The Standard Form 33 shall be fully executed by an authorized representative of the Offeror. This form shall be used as the cover sheet of each copy of Volume I, Offer and Other Documents. By the Offeror's signature on the Standard Form 33, it is agreeing to accept the model contract (Sections A through K of this RFP) as written. Offerors do not need to submit the complete language from all of the contract clauses in its proposal. Rather, Offerors need only submit those pages in which the Offeror is to complete certain information as a part of its offer. Those specific areas are described in subsequent paragraphs. Offerors shall also acknowledge all amendments to the solicitation in block 14 of the SF 33.
- (d) Critical Subcontracts – Designation and Consent. Offerors shall designate all subcontractors identified in the proposal which will be considered a part of the selection and award of this contract, if any.
- (e) Joint Ventures and/or LLCs and/or Any Other Teaming Arrangements. Offerors who submit a proposal as one of the above shall provide full and complete information on each of the participating members/companies, as well as the proposed organization itself. The Offeror shall provide copies or drafts of the applicable joint venture and/or LLC agreements, any applicable mentor/protégé agreements or arrangements, and any agreements and/or arrangements with subcontractors regarding the nature and extent of the work to be performed under this solicitation. DOE

reserves the right to require consent to subcontract for each of the proposed subcontractors in accordance with FAR 52.244-2, Subcontracts (Section I).

- (f) Performance Guarantee. The Contract clause in Section H entitled "Performance Guarantee" requires the Offeror's parent organization(s) or all member organizations if the offeror is a joint venture, limited liability company, other similar entity, or a newly formed entity to guaranty performance of the contract. The Offeror shall submit a fully completed and executed Performance Guarantee Agreement in Section L, Attachment 6.
- (g) Recognition of Performing Entity. Offerors shall designate all entities that are proposed to perform work under the contract that are a part of the proposal upon which any contract award would be based. This includes subcontractors, joint venture members, parent(s), LLC members, etc.
- (h) Responsible Corporate Official. Offerors shall specify the name of the individual designated as the Responsible Corporate Official.
- (i) Corporate Governance. The offeror shall identify by name and affiliation each member of the Corporate Board of Directors (or functionally equivalent entity) that will have corporate oversight of the management operations of the proposed contractor organization and key personnel. If the offeror's proposed organization is a joint venture, newly-formed Limited Liability Company (LLC), or similar entity where more than one company is involved in a business relationship created for the purpose of performing under the resultant contract, the offeror shall provide the information required by this provision for that formal organizational element established to act in a manner that is functionally equivalent to a Corporate Board of Directors.

The offeror shall describe the role of the Board of Directors (or functionally equivalent entity) in providing corporate oversight, assurances, and resource commitments to ensure that the proposed organizational structure and key personnel effectively manage and accomplish the work contemplated under the contract.

- (j) Section I, Small Business Subcontracting Plan.
 - (1) A completed and acceptable Small Business Plan is required to be submitted by large business offerors only, in accordance with the Section I clause entitled FAR 52.219-9, Small Business Subcontracting Plan, and proposal instructions herein. Separate subcontracting goals must be submitted for the basic contract and each option. The Small Business Subcontracting Plan will become part of the contract as **Section J, Attachment C.**
 - (2) The Offeror's plan will be considered acceptable if it addresses in adequate detail each of the eleven elements identified in FAR 52.219-9(d). **Failure by a large business offeror to submit and/or negotiate a subcontracting plan that addresses each of**

the eleven elements identified in FAR 52.219-9(d) in adequate detail shall make the offeror ineligible for award of a contract.

- (3) The Offeror shall establish goals that afford small businesses with the maximum practicable opportunity to participate in contract performance consistent with efficient performance. In developing its proposed plan, the Offeror shall establish specific goals for each small business category as follows:
- small business;
 - veteran-owned small business;
 - service disabled veteran-owned small business;
 - HUBZone small business;
 - small disadvantaged business; and
 - woman-owned small business.
- (4) For information purposes, the small business subcontracting goals for the Department of Energy and the Small Business Subcontracting Plan goals and achievements of the incumbent contractor are available for review at website <http://www.emcbc.doe.gov/SRS>. Each Offeror is strongly encouraged to consider this information in establishing goals under its proposed Small Business Subcontracting Plan.
- (k) Section K, Representations and Certifications. Offerors, teaming partners, and subcontractors shall fully execute the Representations, Certifications and Other Statements of Bidders/Offerors in Section K by an authorized representative of the Offeror.
- (l) Remittance Address. If the Offeror's address shown on the SF 33 is different from the remittance address, the remittance address shall be provided.
- (m) Equal Opportunity Compliance. The Offeror shall provide all of the information required to perform a pre-award on-site equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include, but not be limited to, the company name, address, phone number and the point of contact for EEOC. This information shall be provided for the Offeror, as well as, each joint venture member. Additionally, each first tier subcontractor with a subcontract of \$10 million or more is required to provide the information described above.
- (n) Exceptions and Deviations. Exceptions and/or deviations are not sought and the Government is under no obligation to enter into discussions. However, any exceptions and/or proposed deviations taken to the terms and conditions of the proposed contract shall be identified. The exceptions and proposed deviations should be listed in a logical sequence such as by individual sections of the solicitation. The Offeror shall provide a summary and specific cross-references to the full discussion of exceptions or deviations taken in the other proposal volumes.

IF AN OFFEROR PROPOSES EXCEPTIONS AND/OR DEVIATIONS TO THE TERMS AND CONDITIONS OF THE SOLICITATION, THE PROPOSAL MAY BE UNACCEPTABLE FOR AWARD WITHOUT DISCUSSIONS. FURTHER, DOE MAY MAKE AN AWARD WITHOUT DISCUSSIONS TO ANOTHER OFFEROR THAT DID NOT TAKE EXCEPTIONS AND/OR DEVIATIONS TO THE TERMS AND CONDITIONS.

L.4 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME II – TECHNICAL PROPOSAL

- (a) The Technical Proposal consists of the Offeror's capabilities and approach to accomplishing the requirements as described in the SOW. With the exception of the prescribed activities described below, offerors shall address each section of the SOW. The Offeror shall provide a Cross-Reference Matrix which correlates the Technical Proposal by page and paragraph number to Sections C, L, and M. The Cross-Reference Matrix shall be inserted in the Offeror's Technical Proposal immediately following the Table of Contents for Volume II. Excluding the items listed in L.2(e), Volume II shall not exceed 100 pages; pages that exceed this amount will not be evaluated. No cost or price information shall be included in the Technical Proposal.
- (b) The Protective Force services at the SRS must be performed in accordance with existing approved plans and procedures. The plans and procedures mandate that certain Protective Force activities be performed in particular areas of the site by a specific number of "prescribed" personnel. An Offeror has no flexibility in proposing how these services are performed or the number of personnel performing these activities. The Protective Force activities performed by "prescribed" personnel are directly associated with the following areas and facilities.
- 200 F/H High Level Waste
 - 200 F Chemical Separations Area
 - 200 H Chemical Separations Area
 - 200 L Storage Area
 - Consolidated Tritium Facilities
 - 100 K Material Storage
- (c) All other activities and requirements described in the SOW that are **not** associated with the areas and facilities identified above are considered to be performed by "non-prescribed" personnel for proposal preparation purposes. An Offeror will have flexibility in describing its approach to performing any activities associated with non-prescribed personnel. An Offeror should not describe its approach to providing Protective Force services pertaining to the above facilities in its technical proposal. Further

information concerning prescribed activities is described in Section L.5, entitled "Proposal Preparation Instructions-Volume III: Cost Proposal".

- (d) The format and content of Volume II - Technical Proposal, shall include a Table of Contents and address the following specific areas:

1. Factor 1 – Management Approach

A. Sub-Factor 1 – Technical Approach

The Offeror shall describe its technical approach to accomplishing all of the requirements listed in the Statement of Work; in particular, the Offeror shall detail its management approach to the following five "key" areas as described in Section C: (a) Protective Force Operations; (b) Special Operations; (c) Training; (d) Security/Safety Operations; and, (e) Program Support.

(1) Protective Force - Offerors shall describe how they will utilize their workforce in compliance with all directives and requirements specified in Section J, Attachment D to protect SRS assets. Offerors shall discuss how they will integrate site security operations with other site operations. The Offeror shall describe its plan to provide sufficient skilled manpower and resources throughout contract performance to execute strategies in a timely manner. Additionally, the Offeror shall describe how it will provide a professional full-service Law Enforcement Department at the Savannah River Site.

(2) Special Operations - The Offeror shall describe how they will implement and maintain Special Response Team (SRT) capability. For this an Offeror shall describe how it will provide equipped, trained and qualified personnel to respond to and instruct on explosive and chemical/biological threats. Additionally, explain the Offeror's plan to integrate Special Operations capability into site protection strategies. Offerors should describe their strategy for Special Nuclear Material (SNM) transportation both on and off the site.

Offerors shall demonstrate their understanding of maintaining an Aviation Operations consistent with Federal Aviation Regulation (FAR) Part 135.25.

The Offeror shall describe their approach to kennel, care for, and maintain certification for dogs trained and qualified in explosive and narcotic detection consistent with the a Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) standard, Odor Recognition Proficiency Test (ORPT) and criminal apprehension consistent with U.S. Police Canine Association (USPCA) standard for suspect apprehension.

(3) Training - Offerors shall describe their approach to train security

personnel in tactical, technical and professional competencies. Proposals should discuss how offerors will: identify the knowledge, skills and abilities required by the protective force; maintain these capabilities; and, maintain the necessary professional certifications and required records to train the protective force. The Offeror shall also address how it will support training for Emergency Response Organizations and Safeguards and Security First Responders. The Offeror shall detail its plan for maintaining document control and computer security procedures as they pertain to training records.

(4) Security/Safety Operations – Offerors shall describe their approach to providing technical support for DOE-SR Personnel Security Activities and the site's security and safety programs. This shall include the Offeror's ability to implement and comply with DOE directives that govern the protection of classified information, computer security, Operations Security (OPSEC), technical security countermeasures, export control, general site access, telecommunications and other employee workplace regulations and policies. An Offeror shall discuss its property management plan.

Offerors shall describe their plan for specific site security support and its program for security planning and analysis. The Offeror shall describe its Performance Testing and Safeguards and Security Self-Assessment (S&SSA) Programs.

(5) Program Support - Offerors shall describe their approach to executing administrative and other support functions. Specifically, Offerors shall discuss how human resource, budget, administrative and logistical functions will be implemented to support overall protective force operations.

Offerors shall describe Environment, Safety, and Health and Integrated Safety Management (ISM) programs that will comply with Departmental requirements and protect workers, the public, SRS facilities, and the environment. These programs shall also demonstrate how the Offeror will contribute to the maintenance of ISO 14001 certification for the site by reducing hazardous waste; achieve and maintain waste reduction and pollution; implement and maintain all environmental protection policies and procedures; and ensure that all environmental management standards, objectives and targets are communicated to all employees, stakeholders and the surrounding communities.

The Offeror shall demonstrate its approach to administer a compensation package and human resources plan. The Offeror shall discuss programs/policies that will be used to motivate employee performance excellence. The Offeror shall also discuss how they will allow employees to identify potential improvements in work processes and facilities and how the Offeror will collect information from employees to monitor their concerns regarding developing trends.

B. Sub-Factor 2 – Business Approach

The Offeror shall describe its approach to plan, organize, and manage internal resources, subcontractors, affiliates and all teaming or other contractor arrangements. The Offeror shall discuss how they intend to track, report, and measure contract costs, schedules and performance. Additionally, the Offeror shall explain their organizational approach to achieving continuous improvement and operational efficiencies in accomplishing all contract requirements.

Additionally, Offerors shall describe their cost control and records management plans. Offerors shall explain how they will identify risks associated with their management strategy for the protective force, the potential impact, and approaches to minimizing these risks. Offerors shall also describe their work control management plan for manpower projections.

The Offeror shall demonstrate its capability to recruit, retain, and provide the required number of highly skilled personnel, who will be able to obtain required access authorizations (security clearances) within 90 days of contract award, and be available for contract start-up. The Offeror shall describe its pay and benefits plan (including benefits and salary administration, pension, medical) for all incumbent transitioned contractor employees and newly hired employees. The Offeror shall explain how company service credit will be continued to protect incumbent contractor employees benefit eligibility. The proposal shall also detail company policies for severance pay, annual and sick leave, and the level of benefits to be provided in the event of a reduction in force.

The Offeror shall provide the proposed organizational chart for performance of the contract identifying personnel, their functional assignments, and the established lines of authority, responsibility, and communication from lower levels to top-level management. The Offeror shall also identify the number and categories of Key Personnel by organizational element and discuss their functions. Additionally, the Offeror, shall discuss the program manager's role, authority, accountability, and ability to obtain support from other corporate elements, including any subcontractors, affiliates and all teaming or other arrangements.

The proposal shall identify any parent corporation or other legal entity in an oversight role, describe its role and resource commitments and discuss the Offeror's ability to access corporate management to resolve conflicts over resources not under the program manager's direct control. If the Offeror is a newly formed joint venture or LLC entity, include a detailed description of the proposed organizational structure with a corporate organization chart (showing ownership percentage). Additionally, the joint venture or LLC entity shall provide

a description of how operations will be overseen by its Board of Directors. Newly formed joint ventures shall include copies of proposed or executed organizational agreements with their proposals.

The Offeror shall describe its approach for coordinating work responsibilities with multiple operating contractors and governmental entities operating at SRS. The Offeror shall describe how they plan to anticipate and identify labor problems and to work with and resolve labor issues with unions representing the security work force at the Savannah River Site. Additionally, the Offeror shall describe their approach to implementing innovative programs.

Offerors shall provide their approach to transition that addresses the assumption of responsibilities from the incumbent contractor.

The Offeror shall also complete an acceptable Attachment L-9, Small Disadvantaged Business Participation Program Targets Form in accordance with FAR 52.219-24, Small Disadvantaged Business Participation – Targets (OCT 2000). These Targets should demonstrate a commitment to Small Disadvantaged Business participation and will become part of the contract as Section J, Attachment G.

2. Factor 2 – Corporate Experience

The Offeror shall describe its experience within the last five (5) years in providing security services similar in size, scope and complexity to the requirements discussed in the Statement of Work, including the experience of the Offeror, its predecessor companies, parent or holding companies (if relevant), all teaming participants and any major subcontractors. Major subcontractors are those with the top three highest proposed dollar values for this contract. Size is defined as dollar value and duration. Scope is defined as the type of work (e.g., Protective Force, Special Operations, Security/Safety Operations, etc.). Complexity is defined as challenges to successful contract performance. The Offeror shall discuss the circumstances of any relevant experience that exists through prior contracts. The Offeror's discussion should be limited to experience most relevant to its proposed effort; it should address the nature of the task or problem presented, the resources required to satisfy this requirement, the extent to which the requirement was met, and the associated benefit the experience offers to performance of this contract. The Offeror shall provide examples of ways it has resolved issues with stakeholders and governmental regulatory agencies and integrated stakeholder and regulatory requirements into its work. Additionally, the Offeror shall discuss its experience in resolving labor relations issues.

For the Corporate Experience information requested in the paragraph above the Offeror shall provide a contract abstract of its own relevant experience and the relevant experience of its predecessor companies,

parent or holding companies (if relevant), all teaming participants and any major subcontractors. The contract abstract shall identify the contract number, customer name and contact information, title of contract, award date, duration, award and actual value, and contract type. The Offeror shall describe the depth of its role in the management and execution of the experience cited. The Offeror shall also include a crosswalk as it relates to each team member's proposed role and experience in performing the Statement of Work, if applicable.

3. Factor 3 – Key Personnel Experience

The Offeror shall propose Key Personnel it considers to be essential to the successful accomplishment of the work being performed under the contract. The Key Personnel positions shall include, at a minimum, the individual responsible for the overall contract, and individuals responsible for the following key functions: Protective Force Operations; Special Operations; Training; Security/Safety Operations; and Program Support. Additionally, the Offeror may designate other individuals that are critical to the overall performance of the contract as Key Personnel. The Offeror shall provide its explanation for the designation of Key Personnel positions relative to the approach to the management and execution of the work proposed by the Offeror.

In the resume in Attachment 7 to Section L, the Offeror must identify which of the categories in Clause H.49 the proposed employee meets and provide the name, social security number, date of birth, place of birth, and current address for each individual proposed so that security status may be confirmed. This data is not required for proposed personnel currently employed by the incumbent contractor. The Offeror must demonstrate how it will ensure that all of its proposed Key Personnel will meet the security requirements in H.49 within 90 days after contract award. **Failure to demonstrate the ability to obtain required access authorizations may result in a lower evaluation rating or the Offeror's proposal being removed from further consideration.**

The Offeror shall submit a resume for each proposed key personnel employee. Each resume must follow the format shown in Attachment 7 to Section L and shall not exceed three (3) pages in length. Resumes should demonstrate the extent and quality of the individual's relevant experience (including management experience and work securing nuclear facilities), qualifications (e.g., demonstrated performance, leadership, and applicable certifications and licenses), education, project/organizational roles and responsibilities, and professional references. Any information provided beyond the three (3) page limit will not be evaluated. Upon award, the Key Personnel will become part of the Section H clause entitled Key Personnel.

The Offeror must demonstrate the qualifications and availability of key personnel by submitting a resume and letter of commitment for each

key individual which follows the format of Attachment 7 to Section L – Resume Format and Attachment 8 to Section L – Key Personnel Letter of Commitment. **Failure to submit letters of commitment for key personnel may result in a lower evaluation rating or the Offeror's proposal being eliminated from further consideration for award.**

Offerors are advised that the Government may contact any or all references and other sources including those not provided by the Offeror. DOE reserves the right to use any information received as part of its evaluation of the Key Personnel.

4. Factor 4 – Past Performance (Each Past Performance Reference Information Form in Attachment 2 shall not exceed 2 pages.)

- (1) The Offeror shall provide the Past Performance Reference Information Form in Attachment 2 to Section L for up to three (3) contracts similar in size, scope and complexity completed or in progress during the past five (5) years for the company. Size is defined as dollar value and duration. Scope is defined as the type of work (e.g., Protective Force, Special Operations, Security/Safety Operations, etc.). Complexity is defined as challenges to successful contract performance. The same number of past performance references shall be provided for the entities (i.e., joint venture partner, LLC member, subcontractor, etc.) besides the Offeror in the teaming arrangement for which the three highest dollar values are proposed. For each of the contracts, the Offeror shall provide the information as requested on the Past Performance Reference Information Form, Section L, Attachment 2. References should be provided solely for work performed by the proposing division of the Offeror's company. Each Reference Information Form shall identify the portion of the work (size, scope, and complexity) performed by the entity specified in the form.
- (2) The Offeror shall provide the Past Performance Evaluation Form, Section L, Attachment 3, to each of the responders named on Section L, Attachment 2. The Offeror shall require that the clients return the Past Performance Questionnaire directly to the address identified on Section L, Attachment 1 no later than four (4) weeks after issuance of this solicitation.

The Offeror shall be responsible for ensuring that all Past Performance Evaluation Forms are received by the appropriate responding official of each entity for which a reference is being requested. The Offeror shall also be responsible for ensuring that each Past Performance Evaluation Form is received by the Contracting Officer from each responding official. Past Performance Evaluation Forms may be submitted by each responding official to the Contracting Officer via mail to the following address:

**U.S. Department of Energy
Environmental Management Consolidated Business Center
ATTN: Mr. Barry Page
250 East 5th Street
Cincinnati, OH 45202**

The Past Performance Evaluation Forms may also be submitted to the Contracting Officer via e-mail at barry.page@emcbc.doe.gov or via facsimile at 513-246-0529. Offerors should allow adequate time for the completed forms to be returned to the Contracting Officer by the proposal due date. Forms not received by the proposal due date may not be considered if consideration will unduly delay evaluations. Offerors may contact the Contracting Officer at the e-mail address above or via telephone at 513-246-0547 to confirm the receipt of Past Performance Evaluation Forms.

Offerors are advised that the Government may contact any or all references in the proposal and other sources, including any Federal Government electronic databases, and that the information obtained may be used for both the responsibility determination and the past performance evaluation. It is the Offeror's responsibility to provide sufficient information to demonstrate the relevancy and similarity of the references provided for past performance evaluation.

- (3) The Offeror and any of the other proposed entities for which Past Performance Evaluation Forms are provided (e.g., LLC members, major subcontractors) are encouraged to and may provide information in the technical proposal on problems encountered and corrective actions taken during the most recent five years with meeting requirements for protecting safeguards and security interests related to but not limited to; nuclear weapons, explosives and components, special nuclear material, vital equipment, classified matter, assets, facilities and anything else of interest to safeguards and security programs and people. Offerors should also include contract number, a general description of contract responsibilities, the procuring entity and the number of a point of contact for each problem discussed. The problems should have been managed directly by the Offeror or the other team member for which Past Performance Evaluation Forms are being provided.
- (4) The Offeror shall also submit a List of Terminated Contracts. This list shall include all contracts partially or completely terminated (for convenience or default) within the past five (5) years with an explanation for the termination provided for the Offeror or other LLC member or major subcontractor for which Past Performance Evaluation Forms are being provided.

- (5) The Offeror shall provide information on accidents with injuries and/or fatalities that have occurred within the last five (5) years while the Offeror, its LLC members, and/or its major subcontractors were responsible for providing security services. Major subcontractors are those with the top three highest proposed dollar values for this contract. This information should explain the circumstances, including the work being performed, determination of fault, corrective action, if any, and any other information pertinent to the matter.

L.5 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III: COST PROPOSAL

The Offeror shall prepare its cost proposal in accordance with the following instructions:

- (a) All cost information shall be included in Volume III of the proposal. None of the cost information contained in Volume III shall be included in any other proposal volumes unless specifically requested in the solicitation.
- (b) All pages in the Volume III Cost Proposal, including forms, tables, and exhibits must be numbered and identified in a volume table of contents. The cost proposal shall be sufficiently complete so that cross-referencing to other proposal volumes is not necessary. **There is no page limitation on the cost proposal.**
- (c) The Protective Force services at the SRS must be performed in accordance with existing approved plans and procedures. The plans and procedures mandate that certain Protective Force activities be performed by a specified number of "prescribed" personnel. An Offeror has no flexibility in proposing costs for these services or the number of personnel performing these activities. The Protective Force activities performed by "prescribed" personnel are directly associated with the following areas and facilities.
 - 200 F/H High Level Waste
 - 200 F Chemical Separations Area
 - 200 H Chemical Separations Area
 - 200 L Storage Area
 - Consolidated Tritium Facilities
 - 100 K Material Storage

For cost proposal preparation purposes, the Offeror shall use the amount below in Table L.1 for proposed labor and fringe benefit costs for the Protective Force personnel directly associated with the areas/facilities

listed above. The Offeror shall include the \$483.1M identified in Table L.1, which represents estimated labor and fringe benefit cost for 404 prescribed Protective Force positions identified in Table L.2 below as part of the total estimated cost in accordance with Section B.2.

- (d) All other activities and requirements described in the SOW that are not associated with the areas and facilities identified above are considered to be performed by “non-prescribed” personnel and are not covered under the amount in Table L.1., as these are performed by non-prescribed personnel. The Offeror has the flexibility to develop all costs associated with these remaining activities.
- (e) Table L.2 identifies the current allocation of prescribed and non-prescribed positions for Protective Force functions only. Offerors will not have flexibility to reassign the prescribed positions to other sections of the SOW from those shown in Table L.2. However, Offerors will have flexibility to allocate the non-prescribed Protective Force positions to other sections of the SOW from those shown in Table L.2 as they deem appropriate. Also for informational purposes, Attachment L-5 provides the current breakdown of the 271 non-prescribed Protective Force positions by labor category. Additionally, there are 208 administrative positions currently performing the following required activities as described in the Statement of Work:
- Maintenance of ground vehicles, helicopters, weapons, target systems, radios, range towers and loudspeakers
 - Maintenance of Central Alarm Stations
 - Control, distribution (movement) and storage of ammunition and explosives
 - Explosive Ordnance Disposal team
 - Environmental, Safety and Health functions
 - Performance Testing and Quality Control.
 - Public Affairs and information release to the media
 - Project Management Control of Construction
 - Locksmith services
 - Protective Force training both weapons and tactical
 - Administrative functions such as Accounting, Contracting, Human Resources, Secretarial Support

For informational purposes, Attachment L-5 also provides the current breakdown of the 208 administrative positions by labor category.

Table L.1—Proposed Costs for Prescribed Protective Force Staffing (\$M)

	Fiscal Year										TOTAL
	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	
SPOs* for Specified Areas	\$40.8	\$42.3	\$43.9	\$45.5	\$47.2	\$48.9	\$50.7	\$52.6	\$54.6	\$56.6	\$483.1

* Security Police Officer (SPO)

Table L.2-Current Staffing for “Prescribed” and “Non-Prescribed” Protective Force Personnel

Number of Protective Force Staffing Positions			
SOW Paragraph	Prescribed	Non-Prescribed	Description of Prescribed
C.5.1.2	285	121	5 SO* 94 SPO I 137 SPO II 49 Supervisors
C.5.1.4	24	9	13 SPO I 11 SPO I Specialty
C.5.1.5	0	33	
C.5.2.1	83	22	83 SPO III
C.5.2.4	0	11	
C.5.2.5	2	9	2 SPO I Specialty
C.5.2.6	0	4	
C.5.4.1	0	45	
C.5.4.2	10	17	10 Operation Security Specialists
TOTAL	404	271	

*Security Officer (SO)

Security Police Officer (SPO)

Note there are approximately 208 non-prescribed administrative positions in addition to the positions in Table L.2.

- (f) The Offeror shall propose cost by Government fiscal year beginning October 1 corresponding to the cost for performing the SOW. Offerors should assume an anticipated award date of August 1, 2009.
- (g) The Offeror shall propose Total Estimated Cost, Base Fee and Total Available Award Fee in accordance with Section B.2. When preparing the cost estimate, the Offeror shall distribute the proposed Total Available Base and Award Fee, by fiscal year, as it believes appropriate for the basic contract term and all options. This information shall be presented in the Summary of Costs By Element Worksheet, Section L, Attachment 4.1.
- (h) The Offeror shall format and present cost and fee information by completing the required cost templates in Section L, Attachment 4. The cost proposal shall include a breakdown of cost correlated with the SOW and consistent with the Offeror’s technical proposal and the Summary of Cost By WBS Worksheets specified in Section L, Attachment 4.2. The Offeror shall provide a crosswalk between its proposed WBS and the WBS provided as part of Section C, Statement of Work. The Offeror shall provide a detailed narrative description of how the proposed costs by cost element were derived, including a brief discussion of work scope; summary statement of site conditions (including all major assumptions that were used to establish the site condition by WBS); summary of estimating methods, process and assumptions (including all major assumptions that

were used to establish the Offeror's cost to perform the contract requirements and sources of estimating information); and other related information to provide a clear understanding of the Offeror's Basis of Estimate. The Offeror shall provide all costing information at a minimum of Level 5 (C.5.X.X.X) of its proposed WBS (note the Section L, Attachment 4, Summary of Cost By WBS Worksheets, are at WBS Level 4 and the Offeror is to identify and include Level 5 when applicable).

- (i) Cost data must be fully supported, documented, and traceable. Offerors shall reference on the Summary of Cost By WBS Worksheets the page numbers, paragraphs, charts, or exhibits which identify the location of the support for the cost data. Offerors shall also identify which amounts in the cost proposals are based on actual and verifiable data and which elements are based on judgments. For amounts based on actual and verifiable data, evidence shall be included in the proposal. For amounts based on judgment, the Offeror shall provide and discuss the judgmental factors used to project from the actual and verifiable data to the estimated value. Provide the basis for the cost estimate for each element, that is, how the labor rates were developed, the indirect rates are calculated and developed, selection of subcontractors/consultants, etc.
- (j) In addition, the cost information shall provide full traceability between the cost worksheets and be consistent with the following instructions:

1. Summary of Costs By Element Worksheet: Separate Summary of Costs By Element Worksheet, Section L, Attachment 4.2 shall be completed by fiscal year for the basic contract period and each option period. The cost proposal shall be provided by major cost elements: direct labor (including labor categories, direct labor hours and direct labor rates for each labor category type), fringe benefits costs, direct labor overhead, material, equipment, subcontract cost, travel/relocation, other direct costs, and General and Administrative (G&A) costs (if applicable). Joint venture/LLC member/ subcontractors (\$650 thousand or more) shall be individually estimated and provided for by major cost elements as described in this paragraph.

Fee shall be entered ONLY below the total cost line in the Summary of Costs By Element Worksheet (Section L, Attachment 4.1). Fee shall be proposed by each fiscal year for the basic and option periods.

The "prescribed" activities estimated costs have been included in the Total Cost tab of the Summary of Costs By Element Worksheet, Section L, Attachment 4.1.

2. Direct Labor and Fringe Benefit Costs: For proposal preparation purposes, the Offeror shall use the amounts identified in Table L.1 for the proposed direct labor and fringe benefit costs for the 404 prescribed Protective Force positions identified in Table L.2 above.

For the resources covering all other "non-prescribed" activities, the

Offeror shall use the U.S. Department of Labor Wage Determination No. CBA-2008-1944 (Section J, Attachment E) full seniority rates for the non-prescribed Protective Workforce positions, when applicable as a basis to develop estimated direct labor and fringe costs. See Section L, Attachment 5 for a summary of the full seniority U.S. Department of Labor Wage Determination labor rates. For resources not covered by the Collective Bargaining Agreement (non-represented Protective Workforce and Administrative positions), historical average labor rates and fringe benefit rates are provided in Section L, Attachment 5, Historical Cost Information. The Offeror is not required to use the labor and fringe rates identified in Section L, Attachment 5. The Offeror should review the requirements of Sections H.7 and H.8, "Workforce Transition" and "Employee Compensation: Pay and Benefits", respectively, of the solicitation, particularly the requirements for first preference in hiring for vacancies in non-managerial positions and the equivalent pay, pension, and other benefits to incumbent employees when developing its proposed labor and fringe benefit costs. Labor and fringe benefit costs are to be separately proposed by labor category. The Offeror shall provide a detailed estimate for each fringe benefit rate that is different from the fringe benefit rate contained in Section L, Attachment 5.

Labor and fringe benefit costs for additional support personnel and key personnel are to be proposed separately by labor category. The Offeror shall provide a detailed estimate for each fringe benefit rate.

Offeror shall summarize all labor hours using Section L, Direct Labor Hours Worksheet, Attachment 4.3.

3. Overtime: For proposal purposes, the Offeror shall use 1,880 hours as a full-time equivalent person-year. The Offeror shall separately identify any proposed overtime labor hours. Section L, Attachment 5 provides historical overtime usage for informational purposes.
4. Indirect Costs: The Offeror shall provide a detailed estimate for each indirect rate proposed by fiscal year. The detailed estimate shall include cost, by cost element, for the allocation pool and the allocation base and how each cost element within the allocation pool and allocation base was derived. The Offeror shall provide all related information to provide a clear understanding of the basis of estimate. The Offeror shall compute all of the indirect rates by fiscal year.
5. Material, Equipment, Subcontracts, and Other Direct Costs: The cost information shall be supported with documentation that describes the methodology used to estimate the Material, Equipment, Subcontracts, and Other Direct Costs. The cost information shall be fully supported, traceable, and organized in a manner that facilitates review and indicate (1) what data are existing and verifiable, (2) judgmental factors applied in projecting from known source data to the estimate, (3) key assumptions (not in conflict with the SOW), and (4) the basis for each

cost element. Offerors should carefully review the Government provided services and materials specified in Section H Clauses H.27 “Government-Furnished Facilities, Property and Equipment” and H.28 “Government-Furnished Services”. Joint venture/LLC member/subcontractors (\$650 thousand or more) shall be individually estimated and provided for by major cost elements.

6. Corporate Indirect Rates: The Offeror shall provide a detailed estimate for each indirect rate (other than the indirect costs provided above) proposed by fiscal year. The detailed estimate shall include cost, by cost element, for the allocation pool and the allocation base and how each cost element within the allocation pool and allocation base was derived. The Offeror shall provide all related information to provide a clear understanding of the basis of estimate. The Offeror shall compute all of the indirect rates by fiscal year.

The Offeror shall provide a detailed explanation based on the proposed corporate organizational structure as to whether corporate home office allocation is applicable to the proposed contract or not. This information shall also be provided for each joint venture member and LLC member.

7. Transition Cost: Transition period is the time between award of the contract and the date the Contractor assumes full responsibility. For the purposes of cost proposal preparation, the Offeror shall assume a 2 month transition period. The Offeror shall provide a transition cost estimate that is of sufficient detail to allow for evaluation of the reasonableness and cost realism of the proposed effort. Proposed costs shall be broken down by the following major cost elements: direct labor (including labor categories, and labor hours and labor rates in each category), indirect cost allocations (by pool type and rate), relocation, travel, materials, supplies, subcontracts, and all other cost elements related to the period of transition. There will be no fee paid for transition activities.

8. Escalation: The Offeror’s proposed escalation factor(s) shall be supported with documentation that describes the methodology used to estimate and apply the escalation factor(s).

- (k) If the Offeror is a teaming arrangement, the fee earned may be distributed by the Offeror among the teaming members, as it deems appropriate. Separate additional subcontractor fee for teaming members shall not be considered an allowable cost under the contract. If a separate subcontractor, supplier, or lower-tier subcontractor is a wholly owned, majority owned, or affiliate of any teaming member, any fee or profit earned by such entity shall not be considered an allowable cost under this contract unless approved by the CO. The subcontractor fee restriction described herein does not apply to members of the Offeror’s team that are: (1) small business(es); (2) Protégé firms as part of an approved Mentor-Protégé relationship under the Section H.43 clause entitled,

Mentor-Protégé Program; (3) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (4) commercial items as defined in FAR Subpart 2.1, Definitions of Words and Terms.

- (l) The Offeror shall submit the cost portion of the proposal in hardcopy and electric format (CD-ROM) (see Section L.3). Cost Proposal Information and any spreadsheets or mathematical computation shall be submitted using Microsoft Excel 2000 or higher. The Offeror's Excel files shall be working versions including formulas and computations. A second electronic file shall be provided in Adobe Acrobat 6.0 (PDF) or higher. Any written text for the Volume III Cost Proposal shall be submitted using Adobe Acrobat 6.0 (PDF) or higher. The electronic media versions provided shall be searchable.
- (m) The Offeror shall provide the location (address and telephone number and point of contact) of where documentation supporting Volume III is located. The Offeror shall provide the name, address and telephone number of the Cognizant Administrative Contracting Officer (CACO) and the cognizant Defense Contract Audit Agency (DCAA) office, if any. Additionally, the Offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III Cost Proposal. If the Offeror is a joint venture, LLC or has subcontractor(s) (equal to or greater than \$11.5 million for the basic and option periods combined), this data must be provided for each entity.
- (n) The Offeror shall submit an explanation of how costs will be recorded and tracked in the proposed accounting system. If the Offeror's proposed accounting system will allocate costs through the use of an indirect costing rate, the indirect rate and an explanation is required to describe costs to be included in each of the indirect cost pools, as well as a description of each allocation base. Additionally, the Offeror shall describe its accounting system and the adequacy of that system for reporting costs against government cost type contracts. The Offeror shall identify the cognizant Government audit agency or any other Government agency that has formally approved the accounting system, if applicable. This data must also be provided for each member of the LLC or joint venture and each subcontractor that is performing work estimated to be equal to or greater than \$11.5 million for the basic and option periods combined.
- (o) The Offeror shall provide a current balance sheet and a statement of operations (profit/loss) statement covering all quarters completed in the current fiscal year and projected data for the remainder of the fiscal year. Additionally, the Offeror shall provide certified financial statements, where available, for the last three accounting periods. Certified Financial Statements must include, at a minimum, a balance sheet and a statement of operations (profit and loss). If certified financial statements are not available, uncertified financial statements and an explanation of the circumstances must be provided. This data must also be provided for each member of the LLC or joint venture and each subcontractor that is

performing work estimated to be equal to or greater than \$11.5 million for the basic and option periods combined.

- (p) If this is a newly formed joint venture or LLC entity, the Offeror shall provide a detailed description of the proposed organizational structure including a corporate organization chart (including ownership percentage), whether the proposed entity will be populated or unpopulated, a description of how the entity will be overseen by the Board of Directors, and other related information on the corporate structure.

L.6 TIME, DATE, AND PLACE PROPOSALS ARE DUE

- a. All envelopes, packages and/or boxes containing proposals shall be marked with the following notice:

***TO BE OPENED BY ADDRESSEE ONLY. THIS IS A
PROPOSAL SUBMITTED UNDER SOLICITATION NO.
DE-RP30-08CC60025.***

Proposals sent via U.S. Mail or commercial couriers such as FedEx as well as hand carried proposals shall include the following additional markings:

FROM: [Offeror's Name]
[Offeror's Business Address]

TO: U.S. Department of Energy
Environmental Management Consolidated Business
Center
250 East 5th Street, Suite 500
Cincinnati, OH 45202
Attn: Mr. Barry M. Page
Solicitation No.: DE-RP30-08CC60025
Due Date: TBD

- b. Offerors hand carrying proposals or delivering proposals via commercial couriers to the above address must telephone the Contracting Officer one (1) business day in advance to advise of anticipated delivery time: Barry M. Page (513)246-0547.
- c. Notwithstanding which method of delivery the Offeror opts to use, the Offeror assumes full responsibility of ensuring that the Offer is received at the place and by the date and time specified in the Solicitation.
- d. Hand carried proposals and proposals delivered by commercial courier may only be delivered during the hours of 8:00 a.m. to 4:00 p.m. local time on Federal workdays. Delivery to any location other than that specified herein is unacceptable.

- e. Facsimile offers will not be accepted.
- f. CAUTION: See the proposal submission instructions, including the provision describing treatment of late submissions, modifications, and withdrawals of proposals.

L.7 FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (OCT 2003)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An offeror may obtain a DUNS number—
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:
 - i. Company legal business name.
 - ii. Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - iii. Company physical street address, city, state and Zip Code.
 - iv. Company mailing address, city, state and Zip Code (if separate from physical).
 - v. Company telephone number.
 - vi. Date the company was started.
 - vii. Number of employees at your location.
 - viii. Chief executive officer/key manager.
 - ix. Line of business (industry).
 - x. Company Headquarters name and address (reporting relationship within your entity).

L.8 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

ALTERNATE IV (OCT 1997)

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below:

See Clause L.5, Proposal Preparation Instructions: Volume III Cost Proposal

L.9 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost-Plus-Award Fee contract resulting from this solicitation.

L.10 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—TARGETS

In order to receive credit under this source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately. To do this, offerors must complete an acceptable Attachment L-9, Small Disadvantaged Business Participation Program Targets Form. These Targets will become part of the contract as Section J, Attachment G.

L.11 DEAR 952.219.70 DOE MENTORSHIP-PROTÉGÉ PROGRAM (MAY 2000)

The Department of Energy has established a Mentor-Protege Program to encourage its prime contractors to assist firms certified under section 8(a) of the Small Business Act by SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. If the contract resulting from this solicitation is awarded on a cost-plus-award fee basis, the contractor's performance as a Mentor may be evaluated as part of the award fee plan. Mentor and Protege firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the contract. Any DOE contractor that is interested in becoming a Mentor should refer to the applicable regulations at 48 CFR 919.70 and should contact the Department of Energy's Office of Small and Disadvantaged Business Utilization.

L.12 FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation,

the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

L.13 FAR 52.233-2 AND DEAR 952.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section [31.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Energy
Environmental Management Consolidated Business Center
250 East 5th Street, Suite 500
Cincinnati, OH 45202
ATTN: Barry M. Page

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

L.14 FAR 52.237-1 SITE VISIT (APR 1984)

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

A site visit will be conducted after the solicitation has been released. The date and time of the site visit will be posted to the following website:
<http://www.emcbc.doe.gov/srs>.

L.15 FAR 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

(a) *Definitions.* As used in this provision -

“Uncompensated overtime” means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge

employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

“Uncompensated overtime rate” is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\20.00×40 divided by 45 = \$17.78).

- (b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.
- (c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.
- (d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.
- (e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

L.16 CONTENT OF RESULTING CONTRACT

Any contract awarded as a result of this RFP will contain Part I—The Schedule, Part II -Contract Clauses, and Part III, Section J—List of Documents, Exhibits and Other Attachments. Blank areas appearing in these sections will be completed during or after negotiations. Part IV, Section K will be incorporated in the contract by reference.

L.17 EXCLUDED CONTRACTORS

Proposals are not solicited from firms which are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from federal procurement or nonprocurement programs.

L.18 NOTICE OF LABOR PROVISIONS

- (a) Offerors should note that this solicitation includes contract clauses requiring the listing of employment openings with the local office of the Federal-State employment service system and postings of employment notices. (See FAR 52.222-36 “Affirmative Action for Workers with Disabilities” and FAR 52.222-37 “Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans”).

- (b) This solicitation may include clauses relating to specific labor laws. General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-333), and the Service Contract Act of 1965 (41 U.S.C. 351-358) may be obtained from the Department of Labor, Washington, D.C., 20310, or from any regional office of that agency. Requests for information should include the RFP number, the name and address of the issuing agency, and a description of the supplies or services.

L.19 DISPOSITION OF PROPOSALS OR BIDS

Proposals or bids will not be returned (except for timely withdrawals).

L.20 SOLICITATION QUESTIONS

The offeror may pose any issues/questions related to this solicitation in writing to the Contracting Officer within 14 calendar days after the date of this solicitation via the web site specified in L.2(p) above entitled "Protective Force Security Services Request for Proposals Site" at <http://www.emcbc.doe.gov/SRS>. Each question should clearly specify the RFP area (Attachment, page, etc.) to which it refers. When possible, questions should be phrased to permit "YES" or "NO" responses.

L.21 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)

- (a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103- 355. Such request must be in writing and addressed to the contracting officer for this procurement.
- (b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

L.22 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in DEAR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the contracting officer prior to filing a protest.

L.23 FALSE STATEMENTS

Offerors shall set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

L.24 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION (UNRESTRICTED)

This acquisition is unrestricted and contains no set-aside provisions. However, for purposes of this solicitation, a small business is defined as one whose annual receipts do not exceed \$17 million. The North American Industry Classification System (NAICS) Code is 561612

L.25 ELECTRONIC MEDIA – SOLICITATION AND AMENDMENT DISTRIBUTION

In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used extensively and shall be the sole method used for distributing the solicitation and its amendments. The solicitation and any amendments shall be posted on the DOE Industry Interactive Procurement System (IIPS) at <http://doe-iips.pr.doe.gov> and at the web site in L.2(p) entitled "Protective Force Security Services Request for Proposals Site" at <http://www.emcbc.doe.gov/SRS>.

The above electronic medium constitutes the official distribution method for this solicitation. All amendments and any other official communications from the Government regarding this solicitation shall be posted through this medium. Offerors are responsible for checking the website often for any solicitation amendments. Offerors shall acknowledge receipt of any amendment to the RFP in accordance with paragraph (b) of Section L provision "FAR 52.215-1, Instructions to Offerors – Competitive Acquisition."

L.26 NOTICE OF POSSIBLE USE OF NON-FEDERAL EVALUATORS

Offerors are notified that DOE may employ non-Federal evaluators (including employees of DOE contractors) to assist with evaluation of proposals submitted in response to this solicitation. All such non-Federal evaluators are required to sign appropriate non-disclosure and conflict of interest statements prior to any such engagement. See Solicitation Section K.5, Agreement to Use Non-Federal Evaluators.

DRAFT

SECTION L – LIST OF ATTACHMENTS

- ATTACHMENT 1 PAST PERFORMANCE COVER LETTER
- ATTACHMENT 2 REFERENCE INFORMATION FORM FOR PAST PERFORMANCE EVALUATION
- ATTACHMENT 3 PAST PERFORMANCE EVALUATION FORM
- ATTACHMENT 4 REQUIRED COST TEMPLATES
- ATTACHMENT 5 HISTORICAL COST INFORMATION
- ATTACHMENT 6 PERFORMANCE GUARANTEE AGREEMENT
- ATTACHMENT 7 RESUME FORMAT
- ATTACHMENT 8 KEY PERSONNEL LETTER OF COMMITMENT
- ATTACHMENT 9 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM TARGETS FORM

ATTACHMENT 1 PAST PERFORMANCE COVER LETTER

Past Performance Cover Letter for _____

Dear "Client":

We are currently responding to the Department of Energy (DOE) Request for Proposals No. DE-RP30-08CC60025 for the provision of protective force security services for DOE's Savannah River Site.

The solicitation places significance emphasis on past performance as a source selection factor. In addition to requesting the attached Questionnaire be completed, DOE is requiring that clients of entities responding to the solicitation be identified and their participation in the evaluation process be requested. In the event you are contacted for information by DOE on work we have performed, you are hereby authorized to respond to those inquiries. We have identified Mr./Ms. _____ of your organization as the point of contact based on their knowledge concerning our work.

We would appreciate you filling out the attached Past Performance Evaluation Form and returning this form directly to the Department of energy at the following address no later than TBD.

**U.S. Department of Energy
Environmental Management Consolidated Business Center
ATTN: Mr. Barry Page
250 East 5th Street
Cincinnati, OH 45202**

The following statement should appear on the outside of the envelope.

**TO BE OPENED BY ADDRESSEE ONLY, THIS IS PROPOSAL INFORMATION
UNDER SOLICITATION NO. DE-RP30-08CC60025**

The forms may also be e-mailed to barry.page@emcbc.doe.gov or faxed to the attention of Barry Page at 513-246-0529.

Your cooperation is appreciated. Any questions may be directed to: _____

Sincerely,

ATTACHMENT 2 REFERENCE INFORMATION FORM FOR PAST PERFORMANCE EVALUATION

I. Contract Information

- A. Name of Customer/Contracting Activity:
- B. Contract Number:
- C. Contract Value (Including Options):
- D. Contract Type:
- E. Period of Performance From: _____ To: _____
- F. Brief Description of Work (must describe work in terms of size, scope and complexity.)
- G: Years of Effort Completed:
- H: Date of Initial Award, dates of any options, renewals, or extensions exercised and total period of performance
- I. During the contract being evaluated, this firm was the:
 - ☐ Prime Contractor; ☐ Significant Subcontractor; ☐ Team Member;
 - ☐ Other (describe)
- J. Small Disadvantaged Business (SDB) Participation (Include negotiated goals and actual performance in achieving goals if applicable.)

II. Other Reference Information

A. Contracting Officer/Contract Specialist

Name: _____
Title: _____
Phone: _____ Facsimile: _____
Address: _____
Agency/Company: _____

B. Contracting Officer's Representative

Name: _____
Title: _____
Phone: _____ Facsimile: _____
Address: _____
Agency/Company: _____

ATTACHMENT 3 PAST PERFORMANCE EVALUATION FORM

Past Performance Questionnaire for

Respondent: Please fill in the following table:

1. Complete Name of Responder and Company
2. Company Address, Telephone Number and Facsimile Number (w/Area Code)
3. Contract Number and Type of Contract
4. Signature

Please use the following definitions to provide your ratings:

4 = Outstanding	Performance was substantially and consistently above contract requirements. Contractor displayed an overall superior understanding of contract requirements, and used innovative approaches leading to enhanced performance.
3 = Good	Performance was above minimum contract requirements. Contractor displayed a thorough understanding of contract requirements.
2 = Fair	Performance met minimum contract requirements.
1 = Poor	Performance was below minimum contract requirements. Contractor displayed a lack of thorough understanding of contract requirements in one or more significant performance areas.
0 = Unsatisfactory	Completely failed to meet the minimum contract requirements. Contractor displayed a total lack of understanding of contract requirements.
NA = Not Applicable	
DK = Don't Know	

Please indicate the performance rating for each of the factors listed. Please indicate rating by circling the adjective rating given. For any rating(s) less than 2, please attach an explanatory narrative. We greatly appreciate your time and assistance in completing this questionnaire.

<u>Factor</u>	<u>Rating (Circle one)</u>
1. Customer Satisfaction	
Excellent	
Good	
Fair	
Poor	
Unsatisfactory	
N/A	
DK	
Comments:_____	

<u>Factor</u>	<u>Rating (Circle one)</u>
2. Cost Control	
Excellent	
Good	
Fair	
Poor	
Unsatisfactory	
N/A	
DK	
Comments:_____	

<u>Factor</u>	<u>Rating (Circle one)</u>
3. Quality of Product/Service	
Excellent	
Good	
Fair	
Poor	
Unsatisfactory	
N/A	
DK	
Comments:_____	

Factor

Rating (Circle one)

4. Professionalism in Working with Others

Excellent
Good
Fair
Poor
Unsatisfactory
N/A
DK

Comments: _____

Factor

Rating (Circle one)

5. Providing, Maintaining, and Managing a Qualified Workforce

Excellent
Good
Fair
Poor
Unsatisfactory
N/A
DK

Comments: _____

Factor

Rating (Circle one)

6. Safe Security Operations

Excellent
Good
Fair
Poor
Unsatisfactory
N/A
DK

Comments: _____

Factor

Rating (Circle one)

7. Control of Government Resources and Classified Material

Excellent
Good
Fair
Poor
Unsatisfactory
N/A
DK

Comments: _____

Factor

Rating (Circle one)

8. Performance during Inspections (Results of Independent Oversight and Performance Assurance Safeguards and Security Comprehensive Inspections, Office of Inspector General audits and Inspections, and/or General Accounting Office Inspections)

Excellent

Good

Fair

Poor

Unsatisfactory

N/A

DK

Comments: _____

Factor

Rating (Circle one)

9. Safety, Industrial Hygiene and Environmental Control and OSHA Reporting performance in support of protective force operations.

Excellent

Good

Fair

Poor

Unsatisfactory

N/A

DK

Comments: _____

This form contains Source Selection Information when completed. See FAR 3.104

ATTACHMENT 4 REQUIRED COST TEMPLATES

This Attachment is an MS Excel file provided separately.

DRAFT

ATTACHMENT 5 HISTORICAL COST INFORMATION
This Attachment is an MS Excel file provided separately.

DRAFT

ATTACHMENT 6 PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract _____ for the provision of protective force security services at the Savannah River Site (the "Contract") dated _____, by and between the Government and _____ (Contractor), the undersigned, _____ (Guarantor), a corporation incorporated in the State of _____ with its principal place of business at _____ hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon

demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on (date)

NAME OF CORPORATION

NAME AND POSITION OF OFFICIAL EXECUTING PERFORMANCE GUARANTEE AGREEMENT ON BEHALF OF GUARANTOR

ATTESTATION INCLUDING APPLICATION OF SEAL BY AN OFFICIAL OF GUARANTOR AUTHORIZED TO AFFIX CORPORATE SEAL

ATTACHMENT 7 RESUME FORMAT

Name:

Proposed Assignment on Contract:

Date Available:

Key Duties and Responsibilities in Proposed Position:

Current Position and Employer:

- Length of Employment:
- Supervisor
- Address and Telephone Number:

(Identify employers, position titles, dates of employment, specific duties and responsibilities. Provide written resumes that describe relevant experience. Resumes shall describe how work experience relates to the following key functions of the Statement of Work: Protective Force Operations; Special Operations; Training; Security/Safety Operations; and Program Support. Resumes shall also demonstrate the capability of the proposed employee to function effectively in the position to which he/she is being proposed.)

Relevant Experience:

(Current and at least two (2) previous employers or positions)

Leadership: (Identify specific examples of demonstrated leadership as opposed to just leadership positions held)

Suitability and capability to perform the Statement of Work:

Technical Qualifications:

(Include special skills such as technical training and educational specialties)

Education: (Identify institution, degree earned, dates or state “no degree” if applicable)

Professional Development and Achievements:

References:

Name, title, company/organization, address, phone number)

(Current and at least two (2) previous employers or positions)

Citizenship:

Level of Security Clearance:

RESUME MUST NOT EXCEED THREE (3) PAGES IN LENGTH

ATTACHMENT 8 KEY PERSONNEL LETTER OF COMMITMENT

Letter of Commitment

(Instructions: Attach to each resume a complete, signed copy.)

Position:

Individual proposed for the position:

(print name)

Proposed salary (show annual base salary and benefit information separately):

I _____ (print name)
attest that the statements set forth in the attached resume submitted as part of the
proposal are true and correct.

If the Offeror is awarded the contract, I commit to working in the position identified
above for a minimum of two years from date of award

Signature

Date

ATTACHMENT 9 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM TARGETS FORM

Small Disadvantaged Business (SDB) Participation Program Targets*

Note to Offerors: Targets provided herein will become part of any resulting contract from this solicitation under Section J, Attachment G.

Instructions to Offerors:

The Offeror shall provide written Small Disadvantaged Business Participation Program Targets using the form herein, and in accordance with the instructions found in Paragraph (b) of the Section L.10 provision of this Solicitation entitled FAR 52.219-24, Small Disadvantaged Business Participation Program – Targets (OCT 2000). SDB “Targets” are SDB participation (prime contractor or subcontractor) in any of the North American Industry Classification system (NAICS) major groups determined by the U.S. Department of Commerce as industries eligible for the 10% price evaluation adjustment. These designated NAICS major groups can be found at:

<http://www.census.gov/epcd/www/naics.html>

SDB targets will be evaluated under the Business Approach Subfactor, and will become part of the Contract under Section J, Attachment G.

- (A) *(List Offeror name here – Includes Single Entity, Joint Venture Partners, Contractor Team Members, etc.)*

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage**
	Subtotal		

- (B) Subcontractors

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage**
	Subtotal		

- (C) Total (A+B)

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage**
	Subtotal	***	100.00%

*	SDB Participation from industries eligible for the 10% price evaluation adjustment. These designated NAICS major groups can be found at: http://www.census.gov/epcd/www/naics.html/
**	All percentages shown as a percent of the total target cost + target fee
***	Total target cost + target fee = \$ (Offeror insert)

For information purposes, “targets” (as required under this provision) and “goals” (under the Small Business Subcontracting Plan) are differentiated as follows:

	Targets	Goals
Applicability	SDB prime contractor \$ & % (including JV partners and teaming members) and SDB subcontractors \$ & % in SIC major groups eligible for 10% price evaluation adjustment	Subcontractor \$ & % with Small, HUBZone Small, Small Disadvantaged, and Women-Owned Small, and Service Disabled Veteran Business
Percentages	% of total contract value	% of Total Subcontracting
Reporting	OF 312 at contract completion	SF 294 and SF 295 at intervals per FAR 52.219-9(j)